

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION**

LATTIME CONSTRUCTION AND)
HOME BUILDING, INC.,)
))
Plaintiff,)
) **Case No. 1:05-cv-1062-MEF**
v.)
))
L.M. BERRY AND COMPANY, et al.,)
))
Defendants.)

DEFENDANTS' RESPONSE TO PLAINTIFF'S REQUEST FOR PRODUCTION

Defendants L. M. Berry and Company (“L. M. Berry”) and CenturyTel Service Group, LLC (“CenturyTel”) responds or objects to plaintiff’s request for production as follows:


1. Produce all contracts between Defendants, Centurytel Service Group, LLC, and The Berry Company, for the preparation of, printing, distribution, selling and/or basis of listings in the white pages, selling and/or basis of listings in the yellow pages, preparation of graphics or in any other manner related to the selling of ads, printing and distribution of the September, 2003 Centurytel telephone directory for Dothan, Alabama and surrounding areas, including everything therein.

Objection: Defendants L. M. Berry and CenturyTel object to this request for production on the ground that the contract between these defendants for the publication of the telephone directory at issue is not relevant and is not reasonably calculated to lead to the discovery of admissible evidence.

In support of this objection, the defendants state that in its amended complaint, the plaintiff alleges that it entered into a contract “whereby the Defendant, L. M. Berry and Company, in behalf of CenturyTel Service Group, L.L.C., would provide Plaintiff with multiple listings in the CenturyTel telephone directory.” In its answers, both L. M. Berry and CenturyTel admitted that L. M. Berry it entered into a contract with the plaintiff for the publication of advertising in the telephone directory at issue in this civil action. Finally, the plaintiff has produced a Directory Advertising Order Signature Sheet signed by Rick Lattime on behalf of the plaintiff which states that “[a]pplicant . . . applies to L. M. Berry for the advertising described above” The terms of the contract between the defendants by which L. M. Berry agreed to publish the subject directory are not at issue in this action.

Defendants also object to this request for production on the ground that the contract by which L. M. Berry agreed to publish the subject directory contains confidential proprietary

information, the disclosure of which would be severely detrimental to the defendants in the highly competitive directory publishing industry.



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OF COUNSEL:


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CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing pleading on counsel of record for the plaintiff:

John E. Byrd
P.O. Box 536
Dothan, AL 36302

by placing same in the United States Mail, properly addressed and first class postage prepaid, on this 21st day of December, 2006.



OF COUNSEL